This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

+ *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
+ *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
+ *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
+ *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at `http://books.google.com/`

TRANSPORTATION
LIBRARY
TG
25
B93
B8

A 759,350

UNIV.
OF
MICH.

13

P. Buf

Buffalo and Lake Huron Railway Company.

COPIES

OF

CORRESPONDENCE

In Re

INTERNATIONAL BRIDGE.

PRIVATE.

108

LONDON:

PRINTED BY E. COUCHMAN & CO., 10, THROGMORTON STREET.

1868.

Transportation
Library
TG
25
.B93
B8

-12-47

Transf.
TG
25
.B93
B8

1-26-49 3W

PRIVATE.]

BUFFALO AND LAKE HURON RAILWAY COMPANY.

(MEMORANDUM.)

THE Directors of the Buffalo and Lake Huron Company request the Grand Trunk Board to do them the favour of perusing the accompanying correspondence, relating to the formation of the Buffalo Bridge Company.

A claim has been made by Mr. Watkin for £75,000, as a contribution towards building this Bridge, and two other claims sent in, one for about £18,000 for interest, and the other for £20,000 damages. It will, perhaps, be in the recollection of those members of the Grand Trunk Board, who attended the meeting on the 5th February, 1868, that Mr. Heseltine requested the entire Board would concur in making these claims, so that the responsibility might not rest on one member alone. This course was not taken, and, therefore, the Directors of the Buffalo and Lake Huron Company feel warranted in concluding, that some members of the Grand Trunk Board, particularly after perusing the annexed correspondence, may see the propriety of recommending a withdrawal of this claim. It has never been denied that the Buffalo and Lake Huron Company are bound to pay the sum of £75,000—as a contribution towards laying down a third rail, and building a bridge at Buffalo. As the third rail scheme is, for the present, abandoned, that portion of the £75,000, (an amount to be ascertained), must be deducted. As to the balance, that applicable to the Bridge scheme, the letters

now placed before the Board will show, on the part of the Buffalo and Lake Huron Company, not only no disinclination to support the Bridge Company, but, on the contrary, a creditable if injudicious haste in placing in the hands of the Grand Trunk authorities the large sum of about £12,000, as a subscription towards the work. The Directors of the Grand Trunk Company, however, appear only to have contributed the small sum of £1,000 towards this object. See Mr. Brydges' letter, 18th December, 1865.

In the Grand Trunk Report, issued on the 19th October, 1865, for the half-year ending 30th June, 1865, is the following notice:—

The Grand Trunk Railway Company of Canada.

"Notice is hereby given, that, in consequence of the continued detention of the President, E. W. Watkin, Esq., M.P., in Canada, on the Company's business, the ordinary half-yearly General Meeting of the Company, appointed to be held at the London Tavern, Bishopsgate Street, London, E.C., on Thursday the 26th day of October instant, at one o'clock, 'For the purpose of receiving a Report from the Directors, and for the transaction of the other business of the Company,' will be held *pro formâ* only, for the purpose of adjournment to Thursday the 30th day of November next, at one o'clock precisely, at the London Tavern aforesaid, when Mr. Watkin is expected to be present.

"And notice is further given that the Meeting of Thursday, the 30th November, will be made special, for the purpose of considering, and, if so determined, of authorising and approving the agreements undermentioned, or either of them, which will be submitted to the Meeting, being:—1st. An agreement between the International Bridge Company, the Atlantic and Great Western Railway Company, the Grand Trunk Railway Company, and others for the use of the International Bridge

on its completion; and, 2nd, An agreement with the Erie and Niagara Railway Company for the use of that Company's Line of Railway.

"By order,

"EDWARD W. WATKIN,

"*President.*

"JOHN M. GRANT,

"*Secretary.*

"Grand Trunk Railway Offices,

"21, Old Broad Street, E.C.

"*October* 14*th*, 1865."

At that Meeting, 30th November, Mr. Watkin said, as reported in the *Railway Times*, "We give you notice that we shall bring before you an agreement with the Erie and Niagara Company, for running over their line to Niagara, and with the International Bridge Company, and others for the use of the Bridge *which is being constructed* across the river between Buffalo and Erie."

It would thus appear that the formation of the Bridge Company was initiated under the sanction and with the co-operation of Mr. Watkin, and that the Company has never been dissolved. That in August, 1865, Mr. Brydges sent for Mr. Maclean, at that time the Company's Secretary in Canada, to "Execute an Indenture, giving the concurrence of the Buffalo and Lake Huron Company to the International Bridge Agreement." (See his letter, August 5th, 1865). That the Bridge Company was legally formed, Mr. Brydges being Treasurer, (and, or) Director, and Mr. Hickson Secretary. The letter of the 14th August, 1865, signed by Mr. Hickson, being headed, "*International Bridge Company, Office of the Secretary and Treasurer.*" That Mr. Mc Henry writes to Mr. Brydges, under date of 1st December, 1865, that he shall be happy to pay the £12,000 preliminary expenses; that in another letter, 22nd January, 1866, he

promises to pay on the 20th February; that Mr. Brydges writes from Montreal, 5th January, 1865, as follows:—"I enclose you a copy of a letter, which on the 18th I addressed to Mr. Mc Henry on the subject, and hope that upon its receipt he will have made the necessary arrangements with you for the payment of the money. *All the documents, including not only the Agreement between the Companies, but Mr. Mc Henry's contract with the Bridge Company, are in England, and if you have not copies of them, they can, of course, be seen at the office of the Grand Trunk Company.*"

It is clear that the Buffalo Company were thus absolved from further payments in connection with the Bridge, if not entirely, at any rate at present, as appears from a statement made by Mr. Brydges to the Directors, at a Board Meeting, 30th May, 1865, when he said, "that as the formation of a Bridge Company was under negociation, which would find the requisite capital, and that, in his present opinion, it would not be needful to lay down a third rail, none of the £75,000 would be required for these purposes—at any rate at present."

Attention is also particularly requested to the paragraph in Mr. Short's letter to Mr. Brydges, dated March 23rd, 1866:—"The papers in the hands of the Grand Trunk Company, upon which the transfer of the concession was made, have not yet been exhibited to the Directors of the Buffalo Company, although application has been made for copies or for an individual perusal." The Buffalo Company are even now uninstructed as to the intention of the Trunk Company, in regard to the shares held by the Grand Trunk nominees, nor have the shares been retransferred to the Buffalo Company.

In reference to the expenditure of the £12,000, the Buffalo Directors would particularly call attention to Mr. Brydges' letter of August 27th, 1866, in which he states, "there is a "balance in hand on the Canadian side of $5,283, and in "Buffalo a further sum of $19,396."

At the present time it is believed all this amount has been

drawn out, excepting about $140, and as this money was under the control of Messrs. Brydges and Hickson, the Directors call upon the Grand Trunk Board to assist them in obtaining a detailed statement of the entire expenditure of the £12,000 originally subscribed.

The Directors of the Grand Trunk Company will see by this statement and the correspondence following, that a Bridge Company has been formed under their auspices, and that this scheme has never been set aside. Until all parties are free from that engagement, no claim can exist in regard to further contributions from the Buffalo Company in aid of any bridge scheme. The Directors trust the Grand Trunk Board will be convinced that nothing more could be done by the Buffalo Company to carry out the clause in the agreement, under which they have to contribute £75,000 towards a third rail and the construction of a bridge at Buffalo, than was done.

With these facts before them, it is hoped the Grand Trunk Board will withdraw the claim for £75,000, and thus pave the way for an amicable settlement of the other differences in dispute between the two Companies.

Signed by order of the Board,

EDWARD HESELTINE,

Chairman.

14*th July*, 1868.

COPIES OF CORRESPONDENCE

Re

INTERNATIONAL BRIDGE.

Extract: Canadian Dispatch, 5th August, 1865.

"The writer has just returned from Montreal, where he went, on the direction of Mr. Brydges, to execute an Indenture requiring the concurrence of the Buffalo and Lake Huron Company to the International Bridge agreement, the purport of which, having been arranged in England, it is inferred your Board are already acquainted with.

(Signed) "W. MACLEAN,
"Secretary,
"Buffalo and Lake Huron Railway Company,
in Canada."

Extract: English Dispatch, 29th August, 1865.

"INTERNATIONAL BRIDGE.—The Board note the arrangements entered into for the building of the Bridge, and they await the formal documents relating to the transfer of their interest to the new Bridge Company, ere they can give their assent, and before doing so, they will require to know how, and when, the advance made by this Company is proposed to be recouped. The Board desire that a copy of this minute be transmitted to Mr. Brydges, and his attention drawn to it, as the subject is not referred to in the proceedings of the meeting. The account as between this Company and the promoters of the Bridge scheme, both in its inception and

in its present form, must be made out and submitted to this Board before being presented for adjustment. Meanwhile the Board await full particulars as to the Bridge arrangement.

(Signed) "T. SHORT, Secretary,
"Buffalo and Lake Huron Railway Company,
in England."

"International Bridge Company,
"Office of the Secretary and Treasurer,
"Montreal, *August*, 14*th*, 1865.

"My dear Sir,

"I have received your letter of the 10th Instant. Of the shares in the International Bridge Company, transfers have been made on the Canadian side of the whole, with the exception of the three shares held by J. P. Stevens; I am not aware that he has ever been requested to transfer his.

"The three shares held by Dr. Digby, were transferred to Mr. R. Ballymore, in whose name they still stand, and the three shares held by Mr. J. Oldfield were transferred to the Hon. E. G. Spaulding, in whose name they still stand.

"On the Buffalo side, the whole of the shares referred to in your letter have been transferred; the shares of the late Wm. G. Palmer having been transferred to Mr. Brydges. Of these shares Mr. Brydges is still the holder of ten, and I hold a like number, both being in trust for the Buffalo and Lake Huron Company.

"We also hold ten each on the Canada side in trust for the Buffalo and Lake Huron Company, and, if it is required, of course we will at once sign declarations of trust for these shares.

"The other shares, as you are aware, *have been transferred, without exception,* to Sir Morton Peto and Messrs. Chapman and Mc Ewen, who have to execute a deed of trust for them.

"The necessary documents have been sent over to England for that purpose.

"Yours faithfully,

(Signed) "J. HICKSON.

"To Wm. Maclean, Esq.,

"Buffalo and Lake Huron Secretary, Canada."

Extract from Canadian Dispatch, 21st September, 1865.

"Sir Morton Peto and party will pass on to Suspension Bridge to-morrow, on their return from the west, and on Saturday (23rd Instant) will go to Buffalo, and probably inspect the location of the International Bridge. Mr. Brydges has gone to New York to meet Mr. Watkin."

Buffalo and Lake Huron Offices,

"London, 15*th November,* 1865.

"Dear Sir,

"In a letter received from Mr. Brydges of Montreal, under date of the 27th ultimo,* in relation to the International Bridge at Buffalo, he says 'In regard to the question of preliminary expenses, I have spoken to Mr. Mc Henry, and he promises, as soon as he has returned to London, to make arrangements for payment.'

"I am desired by my Directors to ask if you can favor me with an interview upon this subject, and I shall be happy to hold myself at your disposal, for any time or place you may appoint.

"I am, dear Sir,

"Yours very truly,

"THOMAS SHORT, Secretary.

"To James Mc Henry, Esq."

* Letter in Grand Trunk Office.

"Atlantic and Great Western Railway Offices
"Westminster,
"London, 13*th December*, 1865.

"Dear Sir,

"In reference to your letter of the 15th November to me, I beg to enclose you a copy of a letter I addressed to Mr. Brydges, on this subject, some little time since, for your information.

"I am, dear Sir,
"Yours faithfully,
"JAMES MC HENRY.

"To Thomas Short, Esq.,
"Buffalo and Lake Huron Railway Company,
"London."

Copy Letter—Mr. Mc Henry to Mr. C. J. Brydges.
December 1*st*, 1865.

"I beg to acknowledge the receipt of your letter of the 27th October, embodying the arrangement as come to in New York, as to the preliminary expenses of the Bridge Company, and, in accordance with our conversation, I shall be happy to pay the amount of £12,000 on account of these expenses, as soon as I receive the shares or some other securities, representing a proportionate amount."

"Buffalo and Lake Huron Offices,
"London,
"*December* 15*th*, 1865.

"Dear Sir,

"Enclosed are copies of letters received yesterday from Mr. Mc Henry, in relation to the amount of money owing to this Company, in connection with the International Bridge; and, which form the first intimation we have received of the desire of that gentleman to have the shares transferred in England.

"I am not aware of the acknowledgment which was received from the parties in whose trust the shares were placed, but, of course, every necessary precaution was used to protect the Company from inconvenience or difficulty, in anticipation of the final settlement. We, therefore, wish you at once, to be good enough to forward to England the transfers duly signed and witnessed, addressed to this office, which will enable our Board to arrange matters with Mr. Mc Henry.

"You will, I am sure, readily appreciate the necessity of promptitude in dealing with this subject, in the knowledge that our Coupon Interest is advertised to be paid on February 1st, and that we are depending on this sum, and late remittances from Canada to meet the liability. The little time left to us, is therefore, a plea for the urgency of my request.

"I am, my dear Sir,

"Yours very truly,

(*Signed*) "PHILIP RAWSON,

"Chairman.

"To C. J. Brydges, Esq.,

"Montreal."

"Buffalo and Lake Huron Railway,

"22*nd November*, 1865,

"J. M. Grant, Esq.,

"Secretary, Grand Trunk Railway of Canada.

"My Dear Sir,

"I am desired to furnish you with the accompanying letters, from Mr. Brydges to the Directors of this Company, in relation to the following subjects:—

"May 13th, 1864, . .	International Bridge.
"August 18th, 1865, . .	Ditto.
"September 15th, — . .	Ditto.
"———	£ 12,000.
"October 27, 1865 . .	Mr. Mc Henry.

also an account shewing the amount expended by this Company on account of the Bridge Company.

"I shall be obliged by the favor of your returning me these documents when done with.

"I am, &c.,

"THOMAS SHORT,

"Secretary."

"N.B.—The return of these documents has been unattainable."

Extract of Letter from Mr. Brydges, to the Buffalo and Lake Huron Railway Directors.

"18*th December*, 1865.

"If you will be good enough to refer to the documents that are already in England,* you will find the whole of the shares, with the exception of a few, for the qualification of the Directors on this side, are now standing in the names of Mr. D. Chapman, Sir Morton Peto and Mr. Alexander Mc Ewen as Trustees.

"The shares so standing in their names, to be issued as the Board of the Bridge Company, of which Mr. A. Mc Ewen is a member, and Mr. Mc Henry may agree upon. We have done on this side, everything we were required to do, under the arrangements with Mr. Mc Henry, and, I have written to him to-day, in reply to a letter I received by last mail, telling him the shares are in England;† and, that it rests with him, and the Board, to dispose of them in such a manner as may be agreed upon.

"The amount which has to be paid by Mr. Mc Henry, under his contract, is £12,000 sterling; of this amount, $5,000 is due to the Grand Trunk Company, for having advanced that amount, in payment of portions of deposit upon the stock taken at the time, when there was the contest with the American party. The balance of the £12,000, after pay-

* With the Grand Trunk Company.

† In the Grand Trunk Office.

ing this $5,000, will be due to the Buffalo and Lake Huron Company; and this, I understand from Mr. Mc Henry, he is prepared to make arrangements for, as soon as he gets the Bridge Company launched.

"Offices of the Atlantic and Great Western Railway,
"Westminster,
"London, *January 22nd*, 1866.

"Thomas Short, Esq.,
"Buffalo and Lake Huron Company,
"London,

"Dear Sir,

"On the 20th February, I shall be ready to pay £12,000, as per my contract for constructing the International Bridge, primary to which, it will not be possible to have *pro formâ* working arrangments made.

"I am, yours faithfully,
"JAMES MC HENRY."

Extract Letter from Mr. Brydges, to the Buffalo and Lake Huron Company.

"Montreal, *January 5th*, 1866.

"I have also received your letter of the 15th ultimo, with reference to the payment of the sum of £12,000 by the Contractor, for the construction of the International Bridge.

"I enclose you a copy of a letter, which, on the 18th I addressed to Mr. Mc Henry upon the subject, and, hope that upon its receipt, he will have made the necessary arrangements with you for the payment of the money—*all the documents, including not only the agreement between the Companies, but Mr. Mc Henry's Contract with the Bridge Company, are in England; and, if you have not copies of them, they can of course, be seen at the office of the Grand Trunk Company.*"

Letter from Mr. Short to Mr. Brydges.

"*March* 23*rd*, 1866.

"I have also to direct your attention to the fact of Mr. Mc Henry having forfeited his pledge, in relation to the payment of the £ 12,000, for the deposit on the International Bridge. You will remember he had agreed that this sum should be forthcoming on 20th February, but we have not received the money yet. Our recent financial arrangements were based upon this promise, and it occasioned us some inconvenience to supply the deficiency, even at a cost to the credit of the Company. The papers in the hands of the Grand Trunk Company, upon which the transfer of the concession was made, have not yet been exhibited to the Directors of the Buffalo Company, although application has been made for copies, or for an individual perusal.

"Our Board cannot resist the impression that this is an unsatisfactory state of things, and they feel that their vested right has been parted with, for a consideration that has not reached their hands, apart from the responsibility and risk to them involved in the alienation of their direct interest. It is, therefore hoped that on your side such care will be taken, pending the settlement of this question, as shall adequately protect our Company from any loss, should unforeseen circumstances ultimately place the affair in a different position to that which it exhibits at present."

Letter from Mr. Brydges to the Buffalo and Lake Huron Company, dated Montreal, August 27*th*, 1866.

"I see by the correspondence which has taken place, that some further information is required by your Board in regard to the Bridge Company. I do not know of any other particulars I can send you beyond a copy of the Balance Sheet, made up to the 13th June last, since which date no payments

have been made. This will show you the position of the matter on both sides of the river. The preliminary expenses of course you know all about. The other payments are for the surveys and office expenses, consequent upon the employment of Mr. Killaly, and the explorations and designs he made for the Bridge. You will also see that on the Canadian side there is a balance in hand of $5,283$\frac{13}{100}$, which is deposited in the Bank of Montreal, and that there is a balance in the State of New York of $19,396$\frac{44}{100}$, in the hands of the Farmers' and Mechanics' National Bank of Buffalo.

"In regard to the question of proceeding with the Bridge, you will of course be better able to know what Mr. McHenry intends to do on your side than I can possibly be here. All I can get from his representative in this country, Mr. Kennard, is that he is making preparations to proceed with the Bridge, but that, owing to the high price of money up to the last advice he had from England, he was not yet in a position actually to commence the work. He says, however, that contracts have been entered into in England to supply the ironwork."

Extract Letter from Mr. Short, 21*st December,* 1866.

"The Board do not deem the reply in relation to the amount standing to the credit of the 'International Bridge Company' with the Banks as satisfactory, and we shall have to write you further on this subject, after consultation with the Company's solicitor."

Letter from Mr. Heseltine to Mr. Brydges, 24*th May,* 1867.

I have to call your attention to the accompanying Board minute.

As the Bridge scheme in its present state, on account of Mr. McHenry's embarrassments, is not likely to be carried

out for a long time, if at all, it is very necessary that the Buffalo and Lake Huron Company should withdraw these funds now lying idle. You know our financial position. At the present moment we owe our bankers £5,000, on which we are paying interest. We are most desirous of paying off this loan, and shall be obliged by your remitting at once.

"Extract—Board Minute, May 23rd, 1867.

"Resolved—'That Mr. Brydges be requested to withdraw 'the money paid on Buffalo Bridge account, less £500, which 'is to be left at the credit of the account, and that he remit 'the balance of the amount to England as early as possible.'"

Letter from Mr. Brydges to Mr. Heseltine, July 5th, 1867.

"In regard to the Buffalo Bridge, I have, since my return to Canada, had some correspondence with Mr. McHenry, who expresses his intention of going on with his contract.

"Whether he means this or not, of course I cannot positively say; but I shall hope, before long, to have some definite information in respect of what he is going to do.

"I do not see how it is possible to make the Buffalo and Lake Huron, or anybody else, any return of the deposits they made upon the Bridge shares. They are of course the property of the Bridge Company, and without a vote of the shareholders, deciding to wind-up the Company, it would not be, I am advised, legal to distribute the funds to any particular shareholder. The Buffalo and Lake Huron Company of course are not the only parties who have paid their deposits upon the shares, and if anything was done, everybody would have to be treated alike.

"Yours, &c.,

(Signed) "C. J. BRYDGES.

"E. Heseltine, Esq."

"Buffalo and Lake Huron Offices, London,
"*July* 25*th*, 1867.

"My dear Sir,

"I have the pleasure to acknowledge the receipt of your dispatch of the 5th instant, and thank you for the information you have given me of the probable result of the last half-year's working, which it is hoped will prove more favourable for this Company than you anticipated.

"With reference to the International Bridge scheme, we asked you to be kind enough to remit the balance of money in hand, believing that you had control over the funds. If we are mistaken in this, perhaps you would tell us to whom we should apply, as it is evident from the unsuccessful request made to this Company recently to authorize a further expenditure of money,* that the funds are at the disposal of competent parties in Canada, having the power to deal with these resources.

"We gather from your dispatch of 18th December, 1865, that all the shares stand in the names of Messrs. Chapman, Peto, and McEwen, as trustees, we presume, for Mr. McHenry. We think you cannot seriously believe that either of these gentlemen are now in a position to carry out this scheme, but should there be any doubt on this point, we ask to have, and think we are entitled to have, the custody of our own money, until these gentlemen are ready to go on with the contract.

"I have no doubt the whole thing will die a natural death, and my great anxiety is that this Company's money should not be buried in the same grave as the Bridge scheme.

"Will you please tell us who the parties are who have contributed any funds, besides those of the Grand Trunk and this Company towards the scheme, and the amount thus subscribed as by your dispatch before alluded to, the Grand Trunk Company seems to have contributed only $5,000.

* Through the Joint Committee.

"We trust you will excuse our giving you this trouble, as perhaps Mr. Hickson, as the Secretary of the Bridge Company, is the gentlemen to whom we should apply; but, even if you are not now a director of the Bridge Company, we believe by your exertions we may soon be put in possession of this money.

"I am, my dear Sir,

"Yours very truly,

"E. HESELTINE,

"Chairman.

"C. J. Brydges, Esq."

"Buffalo and Lake Huron Offices, London,

"*September* 21*st*, 1867.

Buffalo Bridge Scheme.

"My dear Sir,

"Referring to my letter to you of the 25th July, I would again call your attention to this business. Sir Morton Peto and Mr. McEwen being bankrupts, and Mr. McHenry in a serious state of embarrassment, the inability of either gentlemen to carry out the Bridge scheme cannot be a matter of doubt. Under these circumstances I ask you to be kind enough to remit to the Buffalo and Lake Huron Company the balance of money unexpended on this account. If you would do this at once, and send me a telegram of the amount, I may then be able, with the payment I am expecting from the Grand Trunk Company, to advertise payment of our last half-year's Coupons now so long over due.

"Yours truly,

"E. HESELTINE,

"Chairman.

"C. J. Brydges, Esq.,

"Montreal."

"Grand Trunk Railway,
"Managing Director's Office,
"Montreal, *November* 29*th*, 1867.

"My dear Sir,

"Almost continued absence, owing to the visit of Captain Tyler and Mr. Eborall to this country, has prevented my sooner replying to your favour of the 21st September last. I, however, have taken the opinion of our legal adviser upon the request you have made, and regret that I can only again say that it is not possible to make you the remittance in the way you suggest.

"The only way that it can be done, would be by a dissolution of the Bridge Company, and the return of the money, *pro ratâ* to the different subscribers, which, of course, includes other parties than the Buffalo and Lake Huron Railway Company. To do this would be to dissolve the Bridge Charters, and make the construction of a Bridge at Buffalo only possible by the obtaining of fresh Charters from the Canadian and American Legislatures. To get these Charters again would involve considerable time, and probably the expenditure in the State of New York of a very considerable sum of money. Captain Tyler and Mr. Eborall, I believe, entertain a very strong opinion of the absolute necessity, for the interests both of the Grand Trunk and the Buffalo and Lake Huron Companies that the Bridge at Buffalo should be completed as speedily as possible. Under these circumstances it would certainly seem to me to be exceeding my duty, to take steps which I must do if I comply with your request, to dissolve the Bridge Company and destroy the Charters. I should certainly not feel pleased to do so without the orders of the Buffalo and Lake Huron and Grand Trunk Boards, both of them being interested in that question.

I must therefore beg you to be good enough, if you consider that course to be a desirable one, to bring the matter before

UNIVERSITY OF MICHIGAN
3 9015 02122 8450

BOUND

JUL 19 1949

UNIV. OF MICH.
LIBRARY